

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: IFB-600564-09/GMG - Term Contract for Fence Repairs and Installation Services

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Gloria Garcia

EXT: 7123

MOTION/RECOMMENDATION:

Award IFB-600564-09/GMG –Term Contract for Fence Repairs and Installation Services to Mike’s Iron Works and Industrial Services, Geneva (Primary Contractor); and KMG Fence, LLC, Oakland (Secondary Contractor).

County-wide

Ray Hooper

BACKGROUND:

IFB-600564-09/GMG will provide for fence repairs and installation services throughout the County, in conformance to the “ASTM Standards for Fence materials and Products” and FDOT “Roadway and Traffic Design Standards”.

This project was publicly advertised and the County received eight (8) submittals in response to the solicitation. Consideration was given to the responsibility, responsiveness, cost and past performance of the firm. The Review Committee, comprised of Neal Miller, Engineering Inspector, Roads and Stormwater, and Owen Reagan, Program Manager/Principal Engineer, Stormwater, reviewed the responses and recommends award to the lowest responsive, responsible bidders, Mike’s Iron Works and Industrial Services, Geneva; and KMG Fence, LLC, Oakland. Authorization for delivery of materials and services by the Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County. The agreement shall take effect on the date of its execution by the County and shall run for a period of three (3) years. At the sole option of the County, the agreement may be renewed for three (3) successive periods not to exceed one (1) year each. The total amount paid to the Contractors pursuant to this agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by the County for fencing repairs and installation services. The estimated annual usage of the contract is \$250,000.00.

STAFF RECOMMENDATION:

Staff recommends the Board to award IFB-600564-09/GMG - Term Contract for Fence Repairs and Installation Services to Mike’s Iron Works and Industrial Services, Geneva (Primary Contractor); and KMG Fence, LLC, Oakland (Secondary Contractor). (The estimated annual usage of the contract is \$250,000.00)

ATTACHMENTS:

1. Agreement - Primary Contractor
2. Agreement - Secondary Contractor
3. Tabulation Sheet/Status
4. Consensus Form

Additionally Reviewed By:☒ County Attorney Review (Ann Colby)

**TERM CONTRACT FOR FENCE REPAIRS AND INSTALLATION SERVICES
(IFB-600564-09/GMG) (PRIMARY CONTRACTOR)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **MIKE'S IRON WORKS & INDUSTRIAL SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 268 Geneva Drive, Oviedo, Florida 32765, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide fence repairs and installation services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of  contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide fence repairs and installation services and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for fence repair and installation services.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772


Two (2) copies of the invoice shall be sent to:

Public Works
520 West Lake Mary Blvd., Suite 200
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last services are provided.  Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.


SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and

prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is ~~determined~~  that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps

to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers'

Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.


(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage  required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of

insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate		Three (3) Times the
Personal & Advertising		Each Occurrence Limit
Injury Limit		\$300,000.00
Each Occurrence Limit		\$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of

coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the

provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Public Works
520 West Lake Mary Blvd., Suite 200
Sanford, Florida 32773

FOR CONTRACTOR:

Mike's Iron Works & Industrial Services, Inc.
268 Geneva Drive
Oviedo, Florida 32765

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

MIKE'S IRON WORKS &
INDUSTRIAL SERVICES, INC.



By:

SHAWN A. WETHINGTON, President

_____, Secretary

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:

BOB DALLARI, Chairman

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AEC/lpk

2/18/09

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Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Section 1 – Scope of Services

The Contractor(s) shall be responsible for all labor, materials, equipment, coordination, transportation and incidentals necessary for the removal and/or construction of all fencing materials and installation in conformance to the "ASTM Standards for Fence materials and Products" and FDOT "Roadway and Traffic Design Standards", sections 450, 451 and 452 most recent editions, and as described in the bid requirements. Authorization for services by the successful Contractor (s) under this Agreement shall be in the form of written Release Orders issued and executed by the County on an as needed basis.

SCOPE OF SERVICES: SPECIFICATIONS AND REQUIREMENTS:

1. Fence Material:

- A. Chain Link Fabric – Two (2") inch mesh woven from nine (9) gauge steel wire, five (5') feet and six (6') feet in height.
- B. End, Corner and Pull Posts – Two and three-eighths (2 3/8") inch O.D. steel pipe shall conform to ASTM F 1083 (SCH-40) and ASTM F 1043 Group 1A and 1C, Heavy Industrial Fence.
- C. Gate Posts – Four (4") inch O.D. steel pipe shall conform to ASTM F 1083 Group 1A Heavy Industrial Fence.
- D. Gate Frames and Intermediate Posts – Two (2") O.D., steel pipes shall conform to ASTM-1083 (SCH-40), and ASTM F 1043 Group 1A and 1C, Heavy Industrial Fence.
- E. Post Braces and Top Rails – One and five-eighths (1 5/8") inch O.D. steel pipe shall conform to ASTM F1043 Group 1A and 1C, Light Industrial Fence.
- F. Tension Wire – Nine (9) gauge spring coil.
- G. Accessories – Steel
- H. Coatings – Pre-galvanized with one point-two (1.2) ounces of zinc per square foot, applied after weaving of fabric and following fabrication for all other ferrous metal items. Poly (Vinyl Chloride) (PVC) – Coated Steel Chain-Link Fence Fabric – Specification F668.
- I. Barbed Wire – Standard security barbed wire.
- J. Wood Fence – Basic board on board panels for replacement as requested by the County.

2. Installation of Posts:

- A. Concrete – Two-thousand-five hundred (2,500) PSI concrete shall be used for installation of all posts.
- B. Corner and Gate Posts – Set three (3') feet deep in twelve (12") inch diameter concrete footings.
- C. Line Posts – Set two (2") feet deep in eight (8") inch diameter concrete footings.
- D. Top Rail (when applicable) – Provide means for attaching top rail securely to each gate, corner, pull and end post. Run rail continuously through post caps, bending to radius for curved runs, bottom tension wire shall be installed unless otherwise specified.

3. **Installation of Fencing**

- A. Fencing shall be installed to proper grade, alignment and plumb, with corner posts and bracing provided at all angles in alignment. Angle braces shall be installed every one hundred (100') feet of run.
- B. When top rail is deleted, tension wire shall be installed along the top and bottom of fence.
- C. Wire Ties – For tying fabric to line posts, use wire ties spaced twelve (12") O.C. For tying fabric to rails and braces, use wire ties spaced twenty four (24") O.C. For tying fabric to tension wire, use hog rings spaced twenty four (24") O.C.
- D. When barbed wire is required, installation shall include three (3) strands along the top of the fence.

4. **Installation of Gates** - Install gates plumb, level and secure for full opening without interference. Install ground set items in concrete for anchorage as recommended by the manufacturer. Adjust hardware for smooth operation and lubricate when necessary. Gate installations shall include all hardware, i.e., hinges, latches, rollers, wheels and wire ties.

5. **INSTALLATION OF BOUNDARY FENCING AND GATES:**

- A. **Type of Fence** - Fence shall be farm-type consisting of 12/6 gauge field fence (except where non-climb is specified) and 2 strand barbed wire on treated wood posts as detailed below.

- B. **Materials**

- 1. Barbed wire - 12-1/2 gauge, 4-point double wrap, 15 gauge barbs with 5 inch spacing conforming to all requirements of the "Standard Specifications for Zinc Coated Galvanized Iron or Steel Wire" of the ASTM serial designation A121-48 and subsequent revisions.
- 2. Staples - Standard galvanized, 9-gauge, minimum 1-1/4 inch heavy duty barbed wire fence type.
- 3. Posts and Braces- Southern Pine or other treatable species as in the current revisions of Federal Specification TT-W-571. The physical quality including straightness, soundness, seasoning, marking, preservative type, retention, penetration, and quality assurance shall be controlled by Federal Specification TT-W-571.
Preservation and Retention- chromate Copper Arsenate Type 3, (CAA- type 3) at a minimum retention of .30 pounds per cubic foot. The preservative retention shall be determined by assay extract in the zone from 0 to 1 inch from the surface of the post.
- 4. Gates – Winging pipe, 20 gauge galvanized steel, 1-5/8 inch pipe size, 16 feet x 4 feet with minimum 5 horizontal bars.

- C. **Installation Requirements and Procedure:**

- 1. Clearing- clear all vegetation, trees (< 8 inch DBH) and stumps for a distance of 10 feet to the inside of the boundary except at locations where wet conditions allow only minimum clearing to install fence. Any earth disturbed during the

- clearing process shall be repaired at the Contractor's expense as close as possible to the area's original grade.
2. Line Posts- Minimum 3 1/2 inches top diameter (3"/4" class), 6 1/2 feet long, placed a maximum of 12 feet apart and embedded 2 feet in the ground. Metal posts may be used in extremely wet areas.
 3. Brace and Pull Posts- Minimum 6 inch top diameter, 8 feet long, Brace assemblies consisting of two brace posts and a horizontal post wrapped with two double strands of tension wire shall be placed every 1/8 mile and or the end of a straight run (non-corner). Embed brace and pull posts 3 feet in the ground.
 4. Corner Posts- Double brace assemblies using 3 brace posts minimum 6 inches in diameter, embedded 3 feet in the ground and two horizontal posts.
 5. Field Fence Wire- Four foot hog/field fence with minimum 6 gauge horizontal top and bottom wires and 12 gauge wire on remaining structure. Stretched and taught to the touch.
 6. Non-climb horse fence (field fence) – four foot 12 gauge wire stretched taught to the touch.
 7. Barbed Wire - Field fence: two strand barbed wire spaced equal distance apart starting 2" above field fence. Four strand fencing: four strands barbed wire spaced approximately 1 foot apart. Stretch barbed wire completely so that it is springy to the touch before being fastened to the post.
 8. Gates- Install 16' tube gates as indicated. Size and install gate posts to ensure proper operation of gates.

SCOPE OF WORK:

1. **Standard Hourly Labor Rate:** This is for miscellaneous fencing efforts not covered in other bid items, such as removal of existing fencing. This rate shall be used for all related costs, such as transportation to and from the sites, for work performed during the County's business days/hours, Monday through Friday, 8:00 AM to 5:00 PM.
2. **Non-Standard Hourly Labor Rate:** This will apply to hours other than those listed in the bid items.
3. **Final Inspection:** Upon written notice from the Contractor that the project is complete, the County's Project Manager or designee will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies within ten (10) workdays or as agreed by the County's Project Manager or designee and before final acceptance and payment is made. If a second re-inspection is required, the County will assess an eighty dollar (\$80.00) fee to the Contractor. This fee will be assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspection and the fee will be deducted from the final invoice for that Release Order.
4. **Final Inspection for Payment**
 - a. After the Contractor has corrected all deficiencies to the satisfaction of the County's Project Manager or designee and delivered all maintenance and operating Instructions, "As Built" drawings, schedule guarantees, bonds, Certificates of Inspection and other documents as required by the contract. The Contractor may take applications for final payment following the procedure for progress payments.

- b. The effective final releases or waivers of liens from the Contractor and all Subcontractors that performed services for the Contractor pursuant to the contract documents and the consent of surety, if applicable to final payment of each Release Order shall accompany the final pay application.
5. **Performance Issues:** The County will hold the Contractor responsible for meeting all of the Contractor's obligations. If performance issues arise, the County will be responsible for providing a written corrective action plan within two (2) working days from the meeting. Failure to provide a satisfactory corrective action plan, or failure to comply with any instructions, corrective action plan, and/or an agreed plan, will result in issuance of a Notice to Cure.
6. Contractor will coordinate with the County's Project Manager or designee, who will perform inspections for the County and verify that the work has been completed, in accordance with specifications, as scheduled and handle problems that may arise.
7. The Maintenance of Traffic (M.O.T.) shall conform to F.D.O.T.'s most current editions of Roadway and Traffic Design Standards for Design, Construction, and Maintained Systems and the Federal Highway Administration (F.H.W.A.) Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways. These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. A proposed traffic control plan shall be submitted to the County's Project Manager or designee for approval, two working days prior to starting work. All costs associated with M.O.T. must be included in the Unit Price. If the contractor does not comply with F.H.W.A.'S M.U.T.C.D. (i.e. signs, qualified flaggers and/or barricades), the county reserves the right to direct the contractor to cease operation until deficiencies are corrected. In addition, no road closures will be allowed except in the case of emergencies.
8. Contractor shall comply with the most current edition of the F.D.O.T. Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A) and Seminole County Standards. Contractor will be responsible for obtaining copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, GA, and Seminole County Public Works in Orlando, respectively.
9. The County's Project Manager or designee will be entitled at all times to be advised, at his/her request, as to the status and details of work being completed by the Contractor in the format he/she requires. Contractor shall maintain coordination with the County's Project Manager or designee at all times. Either party may request and be granted a conference upon request in a timely manner. Contractor will inform the County's Project Manager or designee daily as to the locations to be worked.
10. The Contractor will notify all residents within the work areas as to when the work will take place and the level of inconvenience that will be involved. This notification will take place five (5) days prior to commencement of work in that area. All work performed, unless authorized by the County's Project Manager or designee, will take place between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday. No work is to be performed on Saturdays, Sundays or County holidays, unless previously authorized, in writing, by the County's Project Manager or designee.

11. Due to congested traffic or weather conditions, the Contractor may be required to remove his/her operation from the right-of-way at the discretion of the County's Project Manager or designee. If the Contractor is required to remove his/her operation due to congested traffic or weather conditions, less than five (5) hours worked will constitute one-half (1/2) a working day and five (5) or more hours worked will constitute one (1) working day.
12. The Contractor will supervise and direct the work efficiently with due care, skill, and attendance. The Contractor will be responsible to assure quality control and that the finished work complies accurately with the specifications.
13. The Contractor will provide competent, suitable, and qualified personnel to perform the work as required by the specifications. The Contractor will at all times, maintain good discipline and order at the work site.
14. The Contractor will designate a competent representative who will be available and will be present at job sites and will have the authority to act on behalf of the Contractor. All communications (both verbal and written) given to the Contractor's Representative will be as binding as if given to the Contractor.
15. All staging and storage areas must be agreed to and must be acceptable to the County's Project Manager or designee.
16. The Contractor will be responsible for locating all existing utilities, where applicable, prior to commencing work.
17. **DISPOSAL OF DEBRIS:** Disposal of debris shall be the responsibility of the Contractor and in accordance with all rules and regulations in effect at the time of disposal. Debris may be stockpiled on the right-of-way for a maximum of 5 days for later removal by the Contractor. Contractor will be responsible for restoring the area back to original condition or better. Stockpile location will require prior approval by the Engineering Inspector and pictures taken before use and after restoration by the Contractor. Cost involved with the disposal of debris and any restoration shall be included in the contract unit price. Stockpile locations will require prior approval of the Road Division Inspector. Cost involved with the disposal of debris shall be included in the contract unit price(s).

**Section 4 -
Price Schedule - Revised per Addendum #3**

PROJECT: IFB-600564-09/GMG - Term Contract for Fence Repairs and Installation Services

Name of Bidder: MIKE'S IRON WORKS & INDUSTRIAL SERVICES, INC.

Mailing Address: 268 GENEVA DRIVE

Street Address: SAME AS ABOVE

City/State/Zip: DAVIE, FL. 32765

Phone Number: (407) 977-0300, (407) 834-5873

FAX Number: (407) 977-0060

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to provide services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. 1 through 3, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

TOTAL AMOUNT OF BID: \$ ~~3,726,445.00~~ 3,800,305.⁰⁰
(Revised)
- Jmj

IN WITNESS WHEREOF, BIDDER has hereunto executed this PRICE SCHEDULE FORMS this 1st day of February, 20 09.

Mike Iron Works & Industrial Services, Inc.
(Name of BIDDER)

Shawn A. Wethington
(Signature of person signing FORM)

Shawn Wethington - President
(Printed name and title of person signing FORM)

Price Schedule – Revised per Addendum #3

12' HEIGHT GALVANIZED – INSTALLED:

Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
1	No top rail, three strands security barbed wire and fence fabric installed	1,000 lf.	\$ 21.60	\$ 21,600.00
2	With top rail and three strands of security barbed wire	1,000 lf.	\$ 21.30	\$ 21,300.00
3	With top rail (no barbed wire)	5,000 lf.	\$ 18.90	\$ 94,500.00
4	With no top rail (no barbed wire)	5,000 lf.	\$ 20.70	\$ 103,500.00
5	Corner posts 2 ½ in) with fittings	500 ea.	\$ 110.00	\$ 55,000.00

12' HEIGHT (VINYL COATED, BLACK OR GREEN AS REQUESTED) INSTALLED:

6	With top rail, and three strands security barbed wire	1,000 lf.	\$ 23.70	\$ 23,700.00
7	Without top rail, three strands of security barbed wire and fence fabric installed	1,000 lf.	\$ 19.00	\$ 19,000.00
8	With top rail (no barbed wire)	5,000 lf.	\$ 18.00	\$ 90,000.00
9	Without top rail (no barbed wire)	5,000 lf.	\$ 17.40	\$ 87,000.00
10	Corner posts (2 ½ in) with fittings	100 ea.	\$ 128.00	\$ 12,800.00

10' HEIGHT GALVANIZED INSTALLED:

11	With top rail, and three strands security barbed wire	1,000 lf.	\$ 16.50	\$ 16,500.00
12	Without top rail, three strands of security barbed wire and fence fabric installed	1,000 lf.	\$ 13.60	\$ 13,600.00
13	With top rail (no barbed wire)	5,000 lf.	\$ 15.50	\$ 77,500.00
14	Without top rail (no barbed wire)	5,000 lf.	\$ 15.50	\$ 77,500.00
15	Corner posts (2 ½ in) with fittings	100 ea.	\$ 100.00	\$ 10,000.00

10' HEIGHT (VINYL COATED, BLACK OR GREEN AS REQUESTED), INSTALLED:

16	With top rail, and three strands security barbed wire	1,000 lf.	\$ 16.90	\$ 16,900.00
17	Without top rail, three strands of security barbed wire and fence fabric installed	1,000 lf.	\$ 16.15	\$ 16,150.00
18	With top rail (no barbed wire)	5,000 lf.	\$ 17.55	\$ 87,750.00
19	Without top rail (no barbed wire)	5,000 lf.	\$ 15.40	\$ 77,000.00
20	Corner posts (2 ½ in) with fittings	100 ea.	\$ 110.00	\$ 11,000.00

COMPANY: MIKE'S FARM WORKS & INDUSTRIAL SERVICES, INC.

6' HEIGHT GALVANIZED -- INSTALLED:

Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
21	With top rail, and three strands security barbed wire	1,000 lf.	\$ 11.95	\$ 11,950.00
22	Without top rail, three strands of security barbed wire and fence fabric installed	1,000 lf.	\$ 12.26	\$ 12,260.00
23	With top rail (no barbed wire)	5,000 lf.	\$ 11.40	\$ 57,000.00
24	Without top rail (no barbed wire)	5,000 lf.	\$ 9.00	\$ 45,000.00
25	Corner posts (2 1/2 in) with fittings	500 ea.	\$ 62.00	\$ 31,000.00

6' HEIGHT (VINYL COATED, BLACK OR GREEN AS REQUESTED) -- INSTALLED:

26	With top rail, and three strands security barbed wire	1,000 lf.	\$ 11.95	\$ 11,950.00
27	Without top rail, three strands of security barbed wire and fence fabric installed	1,000 lf.	\$ 12.62	\$ 12,620.00
28	With top rail (no barbed wire)	5,000 lf.	\$ 11.00	\$ 55,000.00
29	Without top rail (no barbed wire)	5,000 lf.	\$ 11.00	\$ 55,000.00
30	Corner posts (2 1/2 in) with fittings	100 ea.	\$ 72.00	\$ 7,200.00

6' HEIGHT WOOD FENCE:

31	6' wood fence, 10' sections, no new installs (repair/replacement only)	500 ea.	\$ 60.00	\$ 30,000.00
32	6' wood boards/slats	550 ea.	\$ 1.00	\$ 550.00

5' HEIGHT GALVANIZED INSTALLED:

33	With top rail including posts	5,000 lf.	\$ 8.30	\$ 41,500.00
34	Without top rail including posts	5,000 lf.	\$ 8.00	\$ 40,000.00
35	Corner posts (2 1/2 in) with fittings	500 ea.	\$ 52.00	\$ 26,000.00

5' HEIGHT (VINYL COATED, BLACK OR GREEN AS REQUESTED) INSTALLED:

36	With top rail including posts	5,000 lf.	\$ 9.50	\$ 47,500.00
37	Without top rail including posts	5,000 lf.	\$ 8.00	\$ 40,000.00
38	Corner posts (2 1/2 in) with fittings	500 ea.	\$ 62.00	\$ 31,000.00

5' HEIGHT WOOD FENCE:

39	5' wood fence, 10' sections, no new installs (repair/replacement only)	500 ea.	\$ 40.00	\$ 20,000.00
40	5' wood boards/slats	550 ea.	\$ 2.00	\$ 1,100.00

4' HEIGHT (RESIDENTIAL -- 11 1/2 GAUGE) INSTALLED:

41	With top rail including posts	5,000 lf.	\$ 5.00	\$ 25,000.00
42	Without top rail including posts	5,000 lf.	\$ 5.00	\$ 25,000.00
43	Corner posts (2 1/2 in) with fittings	500 ea.	\$ 55.00	\$ 27,500.00

COMPANY: MIKE'S IRON WORKS & INDUSTRIAL SERVICES, INC

4' HEIGHT WOOD FENCE:

Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
44	4' wood fence, 10 foot sections (repair/replacement only) no new installs	500 ea.	\$ 30.00	\$ 15,000.00
45	4' wood boards/slats	550 ea.	\$ 1.00	\$ 550.00

GATES (REGULAR CHAIN LINK) INCLUDING ALL HARDWARE NECESSARY FOR INSTALLATION:

46	10' wide x 5' high double wide	25 ea.	\$ 400.00	\$ 10,000.00
47	14' wide x 6' high double wide	25 ea.	\$ 450.00	\$ 11,250.00
48	4' wide x 5' high walk gate	25 ea.	\$ 250.00	\$ 6,250.00
49	4' wide x 6' high walk gate	25 ea.	\$ 290.00	\$ 7,250.00
50	20' wide x 5' high double wide	25 ea.	\$ 550.00	\$ 13,750.00
52	24' wide x 10' high double wide	25 ea.	\$ 600.00	\$ 15,000.00
53	24' wide x 12' high double wide	25 ea.	\$ 850.00	\$ 21,250.00

**GATES INCLUDING ALL HARDWARE NECESSARY FOR INSTALLATION:
(VINYL COATED, BLACK OR GREEN AS REQUESTED)**

54	10' wide x 5' high double wide	25 ea.	\$ 550.00	\$ 13,750.00
55	14' wide x 6' high double wide	25 ea.	\$ 650.00	\$ 16,250.00
56	4' wide x 5' high walk gate	25 ea.	\$ 550.00	\$ 13,750.00
57	4' wide x 6' high walk gate	25 ea.	\$ 550.00	\$ 13,750.00
58	20' wide x 5' high double wide	25 ea.	\$ 650.00	\$ 16,250.00
59	20' wide x 6' high double wide	25 ea.	\$ 890.00	\$ 22,250.00
60	24' wide x 10' high double wide	25 ea.	\$ 1205.00	\$ 30,125.00
61	24' wide x 12' high double wide	25 ea.	\$ 1250.00	\$ 31,250.00

4" POSTS INSTALLED WITH STANDARD DOT HARDWARE:

62	12' high fence	1,000 ea.	\$ 120.00	\$ 120,000.00
63	10' high fence	1,000 ea.	\$ 110.00	\$ 110,000.00
64	6' high fence	1,000 ea.	\$ 100.00	\$ 10,000.00
65	5' high fence	1,000 ea.	\$ 90.00	\$ 90,000.00
66	4' high fence	1,000 ea.	\$ 90.00	\$ 90,000.00

COMPANY: MIKES IRON WORKS & INDUSTRIAL SERVICES, INC.

3" POSTS INSTALLED WITH STANDARD DOT HARDWARE:

Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
67	12' high fence	1,000 ea.	\$ 66.80	\$ 66,800.00
68	10' high fence	1,000 ea.	\$ 65.10	\$ 65,100.00
69	6' high fence	1,000 ea.	\$ 59.70	\$ 59,700.00
70	5' high fence	1,000 ea.	\$ 58.70	\$ 58,700.00
71	4' high fence	1,000 ea.	\$ 56.70	\$ 56,700.00

2" POSTS INSTALLED WITH STANDARD DOT HARDWARE:

72	12' high fence	1,000 ea.	\$ 49.90	\$ 49,900.00
73	10' high fence	1,000 ea.	\$ 45.60	\$ 45,600.00
74	6' high fence	1,000 ea.	\$ 43.60	\$ 43,600.00
75	5' high fence	1,000 ea.	\$ 40.30	\$ 40,300.00
76	4' high fence	1,000 ea.	\$ 39.90	\$ 39,900.00

1 1/2" POSTS INSTALLED WITH STANDARD DOT HARDWARE:

77	12' high fence	1,000 ea.	\$ 21.65	\$ 21,650.00
78	10' high fence	1,000 ea.	\$ 20.00	\$ 20,000.00
79	6' high fence	1,000 ea.	\$ 16.90	\$ 16,900.00
80	5' high fence	1,000 ea.	\$ 16.90	\$ 16,900.00
81	4' high fence	1,000 ea.	\$ 15.90	\$ 15,900.00

4 5' HEIGHT CHAIN LINK (GREEN VINYL COATED FABRIC 6" GAUGE HD) INSTALLED:

82	With top including poles to match	1,000 lf.	\$ 12.50	\$ 12,500.00
83	With top rail including posts	1,000 lf.	\$ 14.50	\$ 14,500.00
84	Without top rail including posts	1,000 lf.	\$ 13.50	\$ 13,500.00
85	Corner posts (2 1/2 in) with fittings	500 ea.	\$ 110.00	\$ 55,000.00

8' HEIGHT CHAIN LINK GALVANIZED IN COMPLIANCE WITH HOMELAND SECURITY:

86	With top rail & 3 strands of security barbed wire	1,000 lf.	\$ 19.80	\$ 19,800.00
87	Without top rail & 3 strands of security barbed wire	1,000 lf.	\$ 18.50	\$ 18,500.00
88	With top rail no barbed wire	1,000 lf.	\$ 17.50	\$ 17,500.00
89	Corner posts	250 ea.	\$ 125.00	\$ 31,250.00
90	8 x 20 Double Drive Gate	250 ea.	\$ 1000.00	\$ 250,000.00
91	4" posts	250 ea.	\$ 180.00	\$ 45,000.00

COMPANY: MIKE'S IRON WORKS & INDUSTRIAL SERVICES, INC.

MISCELLANEOUS:

92	Top rail installed	10,000 lf.	\$ 2.25	\$ 22,500.00
93	Angle brace	100 ea.	\$ 50.00	\$ 5,000.00
94	Removal of existing fence (including disposal)	5,000 lf.	\$ 1.50	\$ 7,500.00
95	Standard hourly rates Monday- Friday, 8 am - 5 pm (not to be used for removal or debris disposal)	1,500 hrs.	\$ 25.00	\$ 37,500.00
96	Non-standard hourly rates (not to be used for removal or debris disposal)	500 hrs.	\$ 40.00	\$ 20,000.00
97	Bottom rail installed	10,000 lf.	\$ 12.00	\$ 120,000.00
98	Bottom rail installed (vinyl coated)	10,000 lf.	\$ 13.00	\$ 130,000.00
99	Boundary fencing installed	1,000 lf	\$ 8.50	\$ 8,500.00
TOTAL ESTIMATED ANNUAL BID				\$ 3,726,445.00

3,809,305.00

COMPANY: MIKE'S IRON WORKS & INDUSTRIAL SERVICES, INC. (preferred)

mg

TAX EXEMPTION NUMBERS
FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
Seminole County, Florida
ORDER

Page 1

EXHIBIT B


ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE: OP
REVISION DATE:
REC. NUMBER:
ANAL. OF:
VENDOR NUMBER:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
FISCAL SERVICES DEPARTMENT - PURCHASING AND
CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<div>SAMPLE PURCHASE ORDER</div> <div><p>SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE</p></div>					
REQUESTING DEPT/ DIV				TOTAL AMOUNT	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**TERM CONTRACT FOR FENCE REPAIRS AND INSTALLATION SERVICES
(IFB-600564-09/GMG) (SECONDARY CONTRACTOR)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **KMG FENCE LLC**, duly authorized to conduct business in the State of Florida, whose address is 917 W. Oakland Avenue, Oakland, Florida 32760-0541, hereinafter called "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide fence repairs and installation services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide fence repairs and installation services and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years.

At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee

basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for fence repair and installation services.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Public Works
520 West Lake Mary Blvd., Suite 200
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however,

that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.


SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay

or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONTRACTOR agrees that  it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be

given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by

CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-

accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep

COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.


SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted.  Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Public Works
520 West Lake Mary Blvd., Suite 200
Sanford, Florida 32773

FOR CONTRACTOR:

KMG Fence LLC
917 W. Oakland Avenue
Oakland, Florida 32760-0541

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

KMG FENCE LLC

Witness

Print Name

Witness

Print Name

By:_____



Print Name

Title:_____

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____

BOB DALLARI, Chairman

Date:_____

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AEC/lpk

2/18/09

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Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Purchase Order

Section 1 – Scope of Services

The Contractor(s) shall be responsible for all labor, materials, equipment, coordination, transportation and incidentals necessary for the removal and/or construction of all fencing materials and installation in conformance to the "ASTM Standards for Fence materials and Products" and FDOT "Roadway and Traffic Design Standards", sections 450, 451 and 452 most recent editions, and as described in the bid requirements. Authorization for services by the successful Contractor (s) under this Agreement shall be in the form of written Release Orders issued and executed by the County on an as needed basis.

SCOPE OF SERVICES: SPECIFICATIONS AND REQUIREMENTS:

1. Fence Material:

- A. Chain Link Fabric – Two (2") inch mesh woven from nine (9) gauge steel wire, five (5') feet and six (6') feet in height.
- B. End, Corner and Pull Posts – Two and three-eighths (2 3/8") inch O.D. steel pipe shall conform to ASTM F 1083 (SCH-40) and ASTM F 1043 Group 1A and 1C, Heavy Industrial Fence.
- C. Gate Posts – Four (4") inch O.D. steel pipe shall conform to ASTM F 1083 Group 1A Heavy Industrial Fence.
- D. Gate Frames and Intermediate Posts – Two (2") O.D., steel pipes shall conform to ASTM-1083 (SCH-40), and ASTM F 1043 Group 1A and 1C, Heavy Industrial Fence.
- E. Post Braces and Top Rails – One and five-eighths (1 5/8") inch O.D. steel pipe shall conform to ASTM F1043 Group 1A and 1C, Light Industrial Fence.
- F. Tension Wire – Nine (9) gauge spring coil.
- G. Accessories – Steel
- H. Coatings – Pre-galvanized with one point-two (1.2) ounces of zinc per square foot, applied after weaving of fabric and following fabrication for all other ferrous metal items. Poly (Vinyl Chloride) (PVC) – Coated Steel Chain-Link Fence Fabric – Specification F668.
- I. Barbed Wire – Standard security barbed wire.
- J. Wood Fence – Basic board on board panels for replacement as requested by the County.

2. Installation of Posts:

- A. Concrete – Two-thousand-five hundred (2,500) PSI concrete shall be used for installation of all posts.
- B. Corner and Gate Posts – Set three (3') feet deep in twelve (12") inch diameter concrete footings.
- C. Line Posts – Set two (2") feet deep in eight (8") inch diameter concrete footings.
- D. Top Rail (when applicable) – Provide means for attaching top rail securely to each gate, corner, pull and end post. Run rail continuously through post caps, bending to radius for curved runs, bottom tension wire shall be installed unless otherwise specified.

3. Installation of Fencing

- A. Fencing shall be installed to proper grade, alignment and plumb, with corner posts and bracing provided at all angles in alignment. Angle braces shall be installed every one hundred (100') feet of run.
- B. When top rail is deleted, tension wire shall be installed along the top and bottom of fence.
- C. Wire Ties – For tying fabric to line posts, use wire ties spaced twelve (12") O.C. For tying fabric to rails and braces, use wire ties spaced twenty four (24") O.C. For tying fabric to tension wire, use hog rings spaced twenty four (24") O.C.
- D. When barbed wire is required, installation shall include three (3) strands along the top of the fence.

- 4. Installation of Gates - Install gates plumb, level and secure for full opening without interference. Install ground set items in concrete for anchorage as recommended by the manufacturer. Adjust hardware for smooth operation and lubricate when necessary. Gate installations shall include all hardware, i.e., hinges, latches, rollers, wheels and wire ties.

5. INSTALLATION OF BOUNDARY FENCING AND GATES:

- A. **Type of Fence** - Fence shall be farm-type consisting of 12/6 gauge field fence (except where non-climb is specified) and 2 strand barbed wire on treated wood posts as detailed below.

B. Materials

- 1. Barbed wire - 12-1/2 gauge, 4-point double wrap, 15 gauge barbs with 5 inch spacing conforming to all requirements of the "Standard Specifications for Zinc Coated Galvanized Iron or Steel Wire" of the ASTM serial designation A121-48 and subsequent revisions.
- 2. Staples - Standard galvanized, 9-gauge, minimum 1-1/4 inch heavy duty barbed wire fence type.
- 3. Posts and Braces- Southern Pine or other treatable species as in the current revisions of Federal Specification TT-W-571. The physical quality including straightness, soundness, seasoning, marking, preservative type, retention, penetration, and quality assurance shall be controlled by Federal Specification TT-W-571.
Preservation and Retention- chromate Copper Arsenate Type 3, (CAA- type 3) at a minimum retention of .30 pounds per cubic foot. The preservative retention shall be determined by assay extract in the zone from 0 to 1 inch from the surface of the post.
- 4. Gates – Winging pipe, 20 gauge galvanized steel, 1-5/8 inch pipe size, 16 feet x 4 feet with minimum 5 horizontal bars.

C. Installation Requirements and Procedure:

- 1. Clearing- clear all vegetation, trees (< 8 inch DBH) and stumps for a distance of 10 feet to the inside of the boundary except at locations where wet conditions allow only minimum clearing to install fence. Any earth disturbed during the

- clearing process shall be repaired at the Contractor's expense as close as possible to the area's original grade.
2. Line Posts- Minimum 3 1/2 inches top diameter (3"/4" class), 6 1/2 feet long, placed a maximum of 12 feet apart and embedded 2 feet in the ground. Metal posts may be used in extremely wet areas.
 3. Brace and Pull Posts- Minimum 6 inch top diameter, 8 feet long, Brace assemblies consisting of two brace posts and a horizontal post wrapped with two double strands of tension wire shall be placed every 1/8 mile and or the end of a straight run (non-corner). Embed brace and pull posts 3 feet in the ground.
 4. Corner Posts- Double brace assemblies using 3 brace posts minimum 6 inches in diameter, embedded 3 feet in the ground and two horizontal posts.
 5. Field Fence Wire- Four foot hog/field fence with minimum 6 gauge horizontal top and bottom wires and 12 gauge wire on remaining structure. Stretched and taught to the touch.
 6. Non-climb horse fence (field fence) – four foot 12 gauge wire stretched taught to the touch.
 7. Barbed Wire - Field fence: two strand barbed wire spaced equal distance apart starting 2" above field fence. Four strand fencing: four strands barbed wire spaced approximately 1 foot apart. Stretch barbed wire completely so that it is springy to the touch before being fastened to the post.
 8. Gates- Install 16' tube gates as indicated. Size and install gate posts to ensure proper operation of gates.

SCOPE OF WORK:

1. **Standard Hourly Labor Rate:** This is for miscellaneous fencing efforts not covered in other bid items, such as removal of existing fencing. This rate shall be used for all related costs, such as transportation to and from the sites, for work performed during the County's business days/hours, Monday through Friday, 8:00 AM to 5:00 PM.
2. **Non-Standard Hourly Labor Rate:** This will apply to hours other than those listed in the bid items.
3. **Final Inspection:** Upon written notice from the Contractor that the project is complete, the County's Project Manager or designee will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies within ten (10) workdays or as agreed by the County's Project Manager or designee and before final acceptance and payment is made. If a second re-inspection is required, the County will assess an eighty dollar (\$80.00) fee to the Contractor. This fee will be assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspection and the fee will be deducted from the final invoice for that Release Order.
4. **Final Inspection for Payment**
 - a. After the Contractor has corrected all deficiencies to the satisfaction of the County's Project Manager or designee and delivered all maintenance and operating Instructions, "As Built" drawings, schedule guarantees, bonds, Certificates of Inspection and other documents as required by the contract. The Contractor may take applications for final payment following the procedure for progress payments.

- b. The effective final releases or waivers of liens from the Contractor and all Subcontractors that performed services for the Contractor pursuant to the contract documents and the consent of surety, if applicable to final payment of each Release Order shall accompany the final pay application.
5. **Performance Issues:** The County will hold the Contractor responsible for meeting all of the Contractor's obligations. If performance issues arise, the County will be responsible for providing a written corrective action plan within two (2) working days from the meeting. Failure to provide a satisfactory corrective action plan, or failure to comply with any instructions, corrective action plan, and/or an agreed plan, will result in issuance of a Notice to Cure.
6. Contractor will coordinate with the County's Project Manager or designee, who will perform inspections for the County and verify that the work has been completed, in accordance with specifications, as scheduled and handle problems that may arise.
7. The Maintenance of Traffic (M.O.T.) shall conform to F.D.O.T.'s most current editions of Roadway and Traffic Design Standards for Design, Construction, and Maintained Systems and the Federal Highway Administration (F.H.W.A.) Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways. These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. A proposed traffic control plan shall be submitted to the County's Project Manager or designee for approval, two working days prior to starting work. All costs associated with M.O.T. must be included in the Unit Price. If the contractor does not comply with F.H.W.A.'S M.U.T.C.D. (i.e. signs, qualified flaggers and/or barricades), the county reserves the right to direct the contractor to cease operation until deficiencies are corrected. In addition, no road closures will be allowed except in the case of emergencies.
8. Contractor shall comply with the most current edition of the F.D.O.T. Accident Prevention Procedures Manual pertaining to employee safety and applicable Occupational Safety and Health Administration (O.S.H.A) and Seminole County Standards. Contractor will be responsible for obtaining copies of these publications by contacting the F.D.O.T. Maps and Publications Department in Tallahassee, O.S.H.A. Regional Office in Atlanta, GA, and Seminole County Public Works in Orlando, respectively.
9. The County's Project Manager or designee will be entitled at all times to be advised, at his/her request, as to the status and details of work being completed by the Contractor in the format he/she requires. Contractor shall maintain coordination with the County's Project Manager or designee at all times. Either party may request and be granted a conference upon request in a timely manner. Contractor will inform the County's Project Manager or designee daily as to the locations to be worked.
10. The Contractor will notify all residents within the work areas as to when the work will take place and the level of inconvenience that will be involved. This notification will take place five (5) days prior to commencement of work in that area. All work performed, unless authorized by the County's Project Manager or designee, will take place between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday. No work is to be performed on Saturdays, Sundays or County holidays, unless previously authorized, in writing, by the County's Project Manager or designee.

11. Due to congested traffic or weather conditions, the Contractor may be required to remove his/her operation from the right-of-way at the discretion of the County's Project Manager or designee. If the Contractor is required to remove his/her operation due to congested traffic or weather conditions, less than five (5) hours worked will constitute one-half (1/2) a working day and five (5) or more hours worked will constitute one (1) working day.
12. The Contractor will supervise and direct the work efficiently with due care, skill, and attendance. The Contractor will be responsible to assure quality control and that the finished work complies accurately with the specifications.
13. The Contractor will provide competent, suitable, and qualified personnel to perform the work as required by the specifications. The Contractor will at all times, maintain good discipline and order at the work site.
14. The Contractor will designate a competent representative who will be available and will be present at job sites and will have the authority to act on behalf of the Contractor. All communications (both verbal and written) given to the Contractor's Representative will be as binding as if given to the Contractor.
15. All staging and storage areas must be agreed to and must be acceptable to the County's Project Manager or designee.
16. The Contractor will be responsible for locating all existing utilities, where applicable, prior to commencing work.
17. **DISPOSAL OF DEBRIS:** Disposal of debris shall be the responsibility of the Contractor and in accordance with all rules and regulations in effect at the time of disposal. Debris may be stockpiled on the right-of-way for a maximum of 5 days for later removal by the Contractor. Contractor will be responsible for restoring the area back to original condition or better. Stockpile location will require prior approval by the Engineering Inspector and pictures taken before use and after restoration by the Contractor. Cost involved with the disposal of debris and any restoration shall be included in the contract unit price. Stockpile locations will require prior approval of the Road Division Inspector. Cost involved with the disposal of debris shall be included in the contract unit price(s).

**Section 4 –
Price Schedule – Revised per Addendum #3**

**PROJECT: IFB-600564-09/GMG - Term Contract for Fence Repairs and
Installation Services**

Name of Bidder: _____ KMG FENCE, LLC _____
917 W. Oakland Ave.
Mailing Address: _____ PO Box 541 _____
Oakland, FL 34760-0541
Street Address: _____
City/State/Zip: _____
Phone Number: (407) 654-7600
FAX Number: (407) 654-4700

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to provide services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. 1 through 3, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

TOTAL AMOUNT OF BID: \$ 3,896,600 3,891,100

(revised)

IN WITNESS WHEREOF, BIDDER has hereunto executed this PRICE SCHEDULE FORMS
this 10th day of Feb., 2009.

KMG Fence, LLC
(Name of BIDDER)

[Signature]
(Signature of person signing FORM)

KAREN M. GRIMSLEY
(Printed name and title of person signing FORM)

Price Schedule – Revised per Addendum #3

12' HEIGHT GALVANIZED – INSTALLED:

Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
1	No top rail, three strands security barbed wire and fence fabric installed	1,000 lf.	\$ 17.50	\$ 17,500
2	With top rail and three strands of security barbed wire	1,000 lf.	\$ 18.75	\$ 18,750
3	With top rail (no barbed wire)	5,000 lf.	\$ 21.50	\$ 107,500
4	With no top rail (no barbed wire)	5,000 lf.	\$ 17.00	\$ 85,000
5	Corner posts 2 ½ in) with fittings	500 ea.	\$ 45.00	\$ 22,500

12' HEIGHT (VINYL COATED, BLACK OR GREEN AS REQUESTED) INSTALLED:

6	With top rail, and three strands security barbed wire	1,000 lf.	\$ 22.50	\$ 22,500
7	Without top rail, three strands of security barbed wire and fence fabric installed	1,000 lf.	\$ 20.30	\$ 20,300
8	With top rail (no barbed wire)	5,000 lf.	\$ 25.20	\$ 126,000
9	Without top rail (no barbed wire)	5,000 lf.	\$ 20.00	\$ 100,000
10	Corner posts (2 ½ in) with fittings	100 ea.	\$ 55.00	\$ 5,500

10' HEIGHT GALVANIZED INSTALLED:

11	With top rail, and three strands security barbed wire	1,000 lf.	\$ 17.85	\$ 17,850
12	Without top rail, three strands of security barbed wire and fence fabric installed	1,000 lf.	\$ 14.75	\$ 14,750
13	With top rail (no barbed wire)	5,000 lf.	\$ 18.70	\$ 93,500
14	Without top rail (no barbed wire)	5,000 lf.	\$ 14.50	\$ 72,500
15	Corner posts (2 ½ in) with fittings	100 ea.	\$ 35.00	\$ 3,500

10' HEIGHT (VINYL COATED, BLACK OR GREEN AS REQUESTED), INSTALLED:

16	With top rail, and three strands security barbed wire	1,000 lf.	\$ 19.25	\$ 19,250
17	Without top rail, three strands of security barbed wire and fence fabric installed	1,000 lf.	\$ 17.00	\$ 17,000
18	With top rail (no barbed wire)	5,000 lf.	\$ 22.00	\$ 110,000
19	Without top rail (no barbed wire)	5,000 lf.	\$ 16.80	\$ 84,000
20	Corner posts (2 ½ in) with fittings	100 ea.	\$ 50.00	\$ 5,000

COMPANY: KMG FENCE, LLC
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 Oakland, FL 34760-0541

6' HEIGHT GALVANIZED – INSTALLED:

Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
21	With top rail, and three strands security barbed wire	1,000 lf.	\$ 12.46	\$ 12,460 .
22	Without top rail, three strands of security barbed wire and fence fabric installed	1,000 lf.	\$ 11.00	\$ 11,000 .
23	With top rail (no barbed wire)	5,000 lf.	\$ 14.27	\$ 71,350 .
24	Without top rail (no barbed wire)	5,000 lf.	\$ 12.85	\$ 64,250 .
25	Corner posts (2 ½ in) with fittings	500 ea.	\$ 80.00	\$ 40,000 .

6' HEIGHT (VINYL COATED, BLACK OR GREEN AS REQUESTED) – INSTALLED:

26	With top rail, and three strands security barbed wire	1,000 lf.	\$ 14.80	\$ 14,800 .
27	Without top rail, three strands of security barbed wire and fence fabric installed	1,000 lf.	\$ 12.60	\$ 12,600 .
28	With top rail (no barbed wire)	5,000 lf.	\$ 16.50	\$ 82,500 .
29	Without top rail (no barbed wire)	5,000 lf.	\$ 12.27	\$ 61,350 .
30	Corner posts (2 ½ in) with fittings	100 ea.	\$ 90.00	\$ 9,000 .

6' HEIGHT WOOD FENCE:

31	6' wood fence, 10' sections, no new installs (repair/replacement only)	500 ea.	\$ 25.00	\$ 12,500 .
32	6' wood boards/slats	550 ea.	\$.90	\$ 495 .

5' HEIGHT GALVANIZED INSTALLED:

33	With top rail including posts	5,000 lf.	\$ 13.68	\$ 68,400 .
34	Without top rail including posts	5,000 lf.	\$ 12.00	\$ 60,000 .
35	Corner posts (2 ½ in) with fittings	500 ea.	\$ 70.00	\$ 35,000 .

5' HEIGHT (VINYL COATED, BLACK OR GREEN AS REQUESTED) INSTALLED:

36	With top rail including posts	5,000 lf.	\$ 13.50	\$ 67,500 .
37	Without top rail including posts	5,000 lf.	\$ 11.00	\$ 55,000 .
38	Corner posts (2 ½ in) with fittings	500 ea.	\$ 85.00	\$ 42,500 .

5' HEIGHT WOOD FENCE:

39	5' wood fence, 10' sections, no new installs (repair/replacement only)	500 ea.	\$ 22.50	\$ 11,250 .
40	5' wood boards/slats	550 ea.	\$.80	\$ 440 .

4' HEIGHT (RESIDENTIAL – 11 ½ GAUGE) INSTALLED:

41	With top rail including posts	5,000 lf.	\$ 7.50	\$ 37,500 .
42	Without top rail including posts	5,000 lf.	\$ 5.50	\$ 27,500 .
43	Corner posts (2 ½ in) with fittings	500 ea.	\$ 30.00	\$ 15,000 .

COMPANY: KMG FENCE, LLC
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4' HEIGHT WOOD FENCE:

Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
44	4' wood fence, 10 foot sections (repair/replacement only) no new installs	500 ea.	\$ 20.00	\$ 10,000.
45	4' wood boards/slats	550 ea.	\$.50	\$ 275.

GATES (REGULAR CHAIN LINK) INCLUDING ALL HARDWARE NECESSARY FOR INSTALLATION:

46	10' wide x 5' high double wide	25 ea.	\$ 750.00	\$ 18,750.
47	14' wide x 6' high double wide	25 ea.	\$ 1,500.00	\$ 37,500.
48	4' wide x 5' high walk gate	25 ea.	\$ 195.00	\$ 4,875.
49	4' wide x 6' high walk gate	25 ea.	\$ 225.00	\$ 5,625.
50	20' wide x 5' high double wide	25 ea.	\$ 1,500.00	\$ 37,500.
52	24' wide x 10' high double wide	25 ea.	\$ 950.00	\$ 23,750.
53	24' wide x 12' high double wide	25 ea.	\$ 1,050.00	\$ 26,250.

**GATES INCLUDING ALL HARDWARE NECESSARY FOR INSTALLATION:
(VINYL COATED, BLACK OR GREEN AS REQUESTED)**

54	10' wide x 5' high double wide	25 ea.	\$ 800.00	\$ 20,000.
55	14' wide x 6' high double wide	25 ea.	\$ 1,500.00	\$ 37,500.
56	4' wide x 5' high walk gate	25 ea.	\$ 210.00	\$ 5,250.
57	4' wide x 6' high walk gate	25 ea.	\$ 250.00	\$ 6,250.
58	20' wide x 5' high double wide	25 ea.	\$ 1,500.00	\$ 37,500.
59	20' wide x 6' high double wide	25 ea.	\$ 1,500.00	\$ 37,500.
60	24' wide x 10' high double wide	25 ea.	\$ 1,000.00	\$ 25,000.
61	24' wide x 12' high double wide	25 ea.	\$ 1,100.00	\$ 27,500.

4" POSTS INSTALLED WITH STANDARD DOT HARDWARE:

62	12' high fence	1,000 ea.	\$ 180.00	\$ 180,000.
63	10' high fence	1,000 ea.	\$ 160.00	\$ 160,000.
64	6' high fence	1,000 ea.	\$ 140.00	\$ 140,000.
65	5' high fence	1,000 ea.	\$ 60.00	\$ 60,000.
66	4' high fence	1,000 ea.	\$ 52.90	\$ 52,900.

COMPANY: KMG FENCE, LLC
 917 W. Oakland Ave.
 PO Box 541
 Oakland, FL 34760-0541

3" POSTS INSTALLED WITH STANDARD DOT HARDWARE:

Item #	Description	Estimated Annual Quantity	Unit Price	Total Price
67	12' high fence	1,000 ea.	\$ 85.00	\$ 85,000
68	10' high fence	1,000 ea.	\$ 73.00	\$ 73,000
69	6' high fence	1,000 ea.	\$ 60.00	\$ 60,000
70	5' high fence	1,000 ea.	\$ 60.00	\$ 60,000
71	4' high fence	1,000 ea.	\$ 40.00	\$ 40,000

2" POSTS INSTALLED WITH STANDARD DOT HARDWARE:

72	12' high fence	1,000 ea.	\$ 37.00	\$ 37,000
73	10' high fence	1,000 ea.	\$ 32.00	\$ 32,000
74	6' high fence	1,000 ea.	\$ 22.00	\$ 22,000
75	5' high fence	1,000 ea.	\$ 18.00	\$ 18,000
76	4' high fence	1,000 ea.	\$ 16.00	\$ 16,000

1 1/2" POSTS INSTALLED WITH STANDARD DOT HARDWARE:

77	12' high fence	1,000 ea.	\$ 25.00	\$ 25,000
78	10' high fence	1,000 ea.	\$ 17.00	\$ 17,000
79	6' high fence	1,000 ea.	\$ 15.00	\$ 15,000
80	5' high fence	1,000 ea.	\$ 14.00	\$ 14,000
81	4' high fence	1,000 ea.	\$ 13.00	\$ 13,000

5' HEIGHT CHAIN LINK (GREEN VINYL COATED FABRIC 6" GAUGE HD) INSTALLED:

82	With top including poles to match	1,000 lf.	\$ 15.63	\$ 15,630
83	With top rail including posts	1,000 lf.	\$ 13.50	\$ 13,500
84	Without top rail including posts	1,000 lf.	\$ 13.50	\$ 13,500
85	Corner posts (2 1/2 in) with fittings	500 ea.	\$ 85.00	\$ 42,500

8' HEIGHT CHAIN LINK GALVANIZED IN COMPLIANCE WITH HOMELAND SECURITY:

86	With top rail & 3 strands of security barbed wire	1,000 lf.	\$ 25.00	\$ 25,000
87	Without top rail & 3 strands of security barbed wire	1,000 lf.	\$ 23.50	\$ 23,500
88	With top rail no barbed wire	1,000 lf.	\$ 23.00	\$ 23,000
89	Corner posts	250 ea.	\$ 100.00	\$ 25,000
90	8 x 20 Double Drive Gate	250 ea.	\$ 950.00	\$ 237,500
91	4" posts	250 ea.	\$ 150.00	\$ 37,500

COMPANY: KMG FENCE, LLC
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MISCELLANEOUS:

92	Top rail installed	10,000 lf.	\$ 2.00	\$ 20,000
93	Angle brace	100 ea.	\$ 50.00	\$ 5,000
94	Removal of existing fence (including disposal)	5,000 lf.	\$ 2.25	\$ 11,250
95	Standard hourly rates Monday- Friday, 8 am – 5 pm (not to be used for removal or debris disposal)	1,500 hrs.	\$ 30.00	\$ 45,000
96	Non-standard hourly rates (not to be used for removal or debris disposal)	500 hrs.	\$ 30.00	\$ 15,000
97	Bottom rail installed	10,000 lf.	\$ 3.50	\$ 35,000
98	Bottom rail installed (vinyl coated)	10,000 lf.	\$ 4.50	\$ 45,000
99	Boundary fencing installed	1,000 lf	\$ 7.50	\$ 7,500
TOTAL ESTIMATED ANNUAL BID				\$ 3,896,600

COMPANY: KMG FENCE, LLC
917 W. Oakland Ave.
PO Box 541
Oakland, FL 34760-0541

3,891,000
(revised)
jmg

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 69-74-0013K

Board of County Commissioners
Seminole County, Florida
ORDER

Page 1

EXHIBIT B

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE: OP

REVISION DATE

REQ. NUMBER


ANALYST

VENDOR NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND
CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DEIVERY

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<p>SAMPLE PURCHASE ORDER</p> 					
<p>REQUESTING DEPARTMENT</p>					
<p>TOTAL AMOUNT</p>					

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

B.C.C. - SEMINOLE COUNTY, FL		ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.			
BID TABULATION SHEET					
BID NUMBER: IFB-600564-09/GMG		PAGE: 1 of 1			
BID TITLE: Term Contract for Fence Repairs and Installation Services					
OPENING DATE: February 11, 2009 at 2:00 P.M.					
ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4	
	Glory Fence, Inc. 7621 Lake Andrea Cir. Mt. Dora, FL 32757 ** Disqualified 352-455-2013 - Phone 352-385-5124 - Fax Grace Outler, President	Mike's Iron Works & Industrial Services, Inc. 268 Geneva Drive Oviedo, FL 32765 407-977-0300 – Phone 407-977-0060 – Fax Shawn Wethington, President	KMG Fence, LLC 917 W. Oakland Ave. Oakland, FL 34760-0541 407-654-7600 – Phone 407-654-4700 – Fax Karen M. Grimsley, Manager	All-Rite Fence Company, Inc. 5115 Old Winter Garden Rd. Orlando, FL 32811 407-295-7093 – Phone 407-292-8550 – Fax David Glidewell, Vice Pres.	
Estimated Total Amount of Bid:	\$3,592,225.00 ** failed to recognize & comply with mandatory Addendum #3	\$3,800,305.00 Revised amount – addition error	\$3,891,100.00 Revised amount – addition error	\$3,938,328.75	
Conflict of Interest Statement	Yes	Yes	Yes	Yes	
Compliance with Public Records Law	Yes	Yes	Yes	Yes	
Bidder's Certification	Yes	Yes	Yes	Yes	
Recognized Addenda	No (1 & 2 only)	Yes	Yes	Yes	
ITEM DESCRIPTION	Response #5	Response #6	Response #7	Response #8	
	United Fence Company 2911 Pickettville Rd. Jacksonville, FL 32220 904-693-5552 – Phone 904-328-5407 – Fax Laurie Anne Higgins, Pres.	Commercial Fence Contractors 1610 Goldenrod Rd. Orlando, FL 32807 813-478-0150 – Phone 407-831-7989 – Fax Mark Wolseter, Vice Pres.	Sunshine State Fence 2928 N. Orange Blossom Tr. Orlando, FL 32804 **Disqualified 407-253-4343 407-253-4399 Ian McPherson, President	Rose Fence Company 7310 Old Cheney Highway Orlando, FL 32807 407-382-5000 407-384-2299 Wes Rose, President	
Total Annualized Bid Price	\$5,747,010.00 Revised amount – addition error	\$4,947,291.00	\$5,122,052.50 ** failed to recognize & comply with mandatory Addendum #3	\$7,426,822.00 Revised amount – addition error	
Conflict of Interest Statement	Yes	Yes	Yes	Yes	
Compliance with Public Records Law	Yes	Yes	Yes	Yes	
Bidder's Certification	Yes	Yes	Yes	Yes	
Recognized Addenda	Yes	Yes	No (1 & 2 only)	Yes	

IFB-600564-08/GMG – Term Contract for Fence Repairs and Installation Services

Consensus Form

APPLICANTS NAMES (IN ALPHABETICAL ORDER) :

All-Rite Fence Company, Inc..
Commercial Fence Contractors
KMG Fence, LLC
Mike's Iron Works & Industrial Services, Inc.
Rose Fence Company
United Fence Company

REVIEW COMMITTEE MEMBERS:

NEAL A MILLER

OWEN REAGAN

RECOMMENDATION FOR AWARD:

PRIMARY: MIKE'S IRON WORKS
SECONDARY: KMG FENCE LLC

DATE:

2-16-2009

2-16-2009

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Price Proposal / Past Performance/Compliance with Bid Requirements

MIKE'S IRON WORKS BID GIVES SEMINOLE COUNTY
THE MOST WORK VOLUME FOR THE CONTRACT DOLLAR.

BOTH BIDDERS COMPLY WITH BID GUIDELINES AND ARE
COMPLETE.

MIKE'S IRON WORKS IS LOCATED IN SEMINOLE COUNTY
WHICH CAN MAKE RESPONSE TIME DURING NORMAL
OR STORM EVENTS, BENEFICIAL TO ALL CONCERNED.

KMG HAS PROVIDED QUALITY PRODUCTS AND SERVICE.

THE NEED FOR A SECONDARY VENDOR MAY BE
NEEDED DURING MAJOR STORM EVENTS.